

AGREEMENT
UPON
SALARIES AND TERMS AND
CONDITIONS OF EMPLOYMENT

BETWEEN

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT

BOARD OF EDUCATION

LIBRARY
Institute of Management and
Labor Relations

AND

APR 26 1981
RUTGERS UNIVERSITY BLACK HORSE PIKE BUS DRIVERS'
• ASSOCIATION/NJEA

X JULY 1, 1981 to JUNE 30, 1983

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AGREEMENT UPON SALARIES AND
TERMS AND CONDITIONS OF EMPLOYMENT
BETWEEN
THE BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION
AND
THE BLACK HORSE PIKE
BUS DRIVERS' ASSOCIATION
JULY 1, 1981 to JUNE 30, 1983

PREAMBLE

The parties of this Agreement are the Black Horse Pike Regional School District Board of Education, hereinafter called the "Board", and the Black Horse Pike Bus Drivers' Association/NJEA, hereinafter called the "Drivers' Association".

The parties have reached certain understandings which they desire to confirm in this Agreement, as follows:

ARTICLE I - RECOGNITION

A. UNIT

Pursuant to a Certification of Representative issued by the State of New Jersey Public Employment relations Commission (Docket No. RO-77-186), the Board recognizes the Drivers' Association as the exclusive representative for the unit described herein for the purposes of collective negotiation with respect to grievances and terms and conditions of employment.

The Drivers' Association unit shall consist of all regular bus drivers employed by the Board, but shall exclude substitutes, mechanics and assistants, transportation supervisory personnel, office and clerical employees, police, janitors, and other supervisors within the meaning of the Employer-Employee Relations Act.

RECOGNITION (Continued)

B. DEFINITION OF EMPLOYEE OR DRIVER

Unless otherwise indicated, the terms "employee" or "driver", when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II - NEGOTIATIONS

A. TIMELINES

Proposals for a successor Agreement shall be submitted by the Drivers' Association in writing to the Superintendent on or before October 1st of the calendar year prior to expiration of the current Agreement. Should the Board elect to offer a proposal to the Drivers' Association, it shall be served on the Drivers' Association prior to October 1st. The initial bargaining session shall commence during or prior to the week of October 15th. This timeline may be altered upon mutual written consent of the parties. Any tardiness or agreed delay shall move all subsequent deadline dates back by the number of school days of the tardiness or delay.

B. BARGAINING AGENTS

The parties in the course of negotiations shall select their own representatives. The parties mutually pledge their representatives shall be clothed with the appropriate power and authority to make proposals, consider proposals, come to agreement, sign memoranda of agreement, and do all that is necessary and proper for bonafide negotiations; except that it is understood that no action binding the Board can be taken other than at an open public meeting where a formal vote must be taken for the permanent record. No action binding the Association can be taken other than by ratification by the Association membership.

C. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

D. MEETINGS DURING WORK HOURS

Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during actual working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in legally entitled pay.

NEGOTIATIONS (Continued)

E. EXCLUSIVE BARGAINING AGENT

The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a formal complaint that a dispute exists concerning the interpretation, application, or violation of policies, agreement, and/or administrative decisions affecting terms and conditions of employment.
2. An "aggrieved person" is the driver or group of drivers making the complaint and who files a formal grievance.
3. The "respondent" is the person or group of persons against whom the complaint is lodged.

B. PREGRIEVANCE MEETINGS

1. Prior to the filing of a formal written grievance, the grievant(s) must request in writing a pregrievance meeting with the school official alleged to be directly responsible for the alleged claim. The respondent shall meet with the grievant within five school days of receiving such a request to discuss the problem and attempt to arrive at a mutual understanding and/or resolution of the matter. The meeting may be continued at the request of the respondent or grievant.
2. Should a pregrievance meeting not resolve the matter to the grievant's satisfaction, the grievant must file a formal written grievance. A form shall be prepared by the Board Secretary/Business Administrator to facilitate this process. A form shall be made available to a driver upon request.

C. FILING PROCEDURE

1. A written grievance must be filed within 30 calendar days of an alleged occurrence. If not filed within that period, the matter shall be considered dropped.
2. A written grievance shall provide the following information:
 - (a) Name(s), address(es), telephone number(s), and signature(s) of grievant(s).
 - (b) Nature and date of alleged occurrence in reasonable detail, and the person alleged to have been responsible, if known.

GRIEVANCE FILING PROCEDURE (Continued)

- (c) The specific contract provision, or statute alleged to have been violated.
 - (d) Expected relief or corrective action.
 - (e) Any additional background deemed important or relevant by the grievant.
3. Once the grievance has been defined by the grievant(s) on this initial form, it shall remain firm for the duration of the process.

D. REPRESENTATION

The grievant(s) and respondent(s) shall be entitled to representation of their choice except that such representation shall be limited to two persons. Representatives may attend any and all meetings and sessions described in this grievance procedure.

E. LEVEL ONE; BOARD SECRETARY/BUSINESS ADMINISTRATOR

When pre-grievance sessions do not result in resolution of the problem, the grievant may file a written grievance with the Board Secretary/Business Administrator in accordance with Section C of this Article. Within five days of receiving the formal written grievance, the Board Secretary/Business Administrator may convene an informal session with the grievant, respondent (if not the Board Secretary/Business Administrator), and representatives to gain insight into and understanding and clarification of the issues. The Board Secretary/Business Administrator may offer solutions during this meeting which may be acceptable to the grievant. In that instance, the Board Secretary/Business Administrator shall reduce the solution to writing and obtain the signature of the grievant indicating acceptance of the solution within a five-day period of the grievance session. This informal session may be continued at the request of the grievant, the Drivers' Association, and/or the Board Secretary/Business Administrator. Witnesses may be called but shall remain in the meeting only to testify and be examined. The Board Secretary/Business Administrator may end the informal session when it becomes obvious that no further purpose can be accomplished. If resolution has not occurred, the Board Secretary/Business Administrator shall render a written decision in the matter within ten school days of the final informal grievance session, or absent such a session, ten days from receipt of the initial formal grievance.

F. LEVEL TWO; SUPERINTENDENT

If the matter is not resolved at Level One, the grievant(s) may appeal the written decision to the Superintendent of Schools within five school days of receiving the Level One decision. The appeal shall indicate which points of the Level One decision remain in dispute and the reasons for the disagreement on those points. The appeal may offer alternative suggestions.

SUPERINTENDENT LEVEL OF GRIEVANCE PROCEDURE (Continued)

The Superintendent may proceed as indicated in Level One and shall adhere to all timelines. The Board Secretary/Business Administrator may be involved in the informal session. A copy of the Superintendent's written decision also shall be sent to the Drivers' Association president.

G. LEVEL THREE; THE BOARD OF EDUCATION

If the grievant(s) and the Drivers' Association believe the matter remains unresolved, the Drivers' Association may direct an appeal to the Board of Education. Only the Drivers' Association may appeal a grievance to the Board of Education. An appeal to the Board must be delivered to the Superintendent within ten school days of receiving the Level Two decision.

The Board President shall determine the site of an informal hearing to be conducted on the matter and whether to schedule such a session for an executive session of a scheduled meeting, or to call a special meeting, either of which shall take place no later than twenty working days after receipt of the Level Three appeal.

The informal session with the Board shall be conducted in the same fashion as the Level One and Two sessions except that such a session shall not be optional. A written decision of the Board shall be delivered to the Drivers' Association and the grievant(s) within fifteen days of the date on which the last informal session was conducted.

H. LEVEL FOUR; BEYOND THE BOARD OF EDUCATION

1. If the Association is dissatisfied with the decision of the Board, it may request the appointment of an arbitrator, such request to be filed with the Superintendent no later than two weeks after the written decision of the Board was delivered to the Association. Such request can be honored only if the Association and the grievant(s) waive the right, if any, in writing, to submit the grievance to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's decision.
2. The matter shall thereafter be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
3. The arbitrator shall not have jurisdiction to determine the arbitrability of the issues but rather arbitrability shall be determined by an appropriate judicial or quasi-judicial tribunal. The arbitrator shall be limited to consideration of only the issues submitted to him/her and can add nothing to or subtract anything from the Agreement between the parties. The decision of the arbitrator shall be advisory only.

I. LIMITS OF ARBITRATION

The only grievances which may be arbitrated are those based upon an allegation that there has been a violation of the express written terms of this

LIMITS OF ARBITRATION (Continued)

Agreement. The arbitrator shall have no authority to rule upon grievances which concern the interpretation, application, or alleged violation of policies and administrative decisions affecting terms and conditions of employment unless cited herein.

The following matters shall not be arbitrable:

1. Where a method of review or redress is prescribed by law or by any rule or regulation of the State Board of Education or the Commissioner of Education having the force and effect of law.
2. The Board is without authority to act.
3. Non-reemployment of a driver for economy or efficiency purposes.
4. The complaint is occasioned by lack of employment or lack of retention for reason of poor performance.
5. Where the grievance is a claim by a driver that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to written Board policy or written administrative decision.

J. OTHER CONSIDERATIONS

1. Whenever an appeal shall be moved to a higher level, the entire file containing all correspondence and decisions shall be transmitted with the appeal.
2. Each party shall bear the total cost incurred by themselves and shall share equally the fees and expenses of the arbitrator.
3. All informal sessions shall be scheduled so as not to conflict with duties of bus drivers. The Board shall not be required to incur any cost for substitute drivers in the course of processing grievances.
4. Time limits must be respected by the parties unless a change is mutually agreeable to the grievant or the Drivers' Association (at Level Three only). If time limits are not observed by the Board or administration, the grievant may proceed without challenge to the next level. If the grievant or the Drivers' Association fails to adhere to time limits, the matter shall be considered dropped without challenge or recourse.
5. Grievances must be specific in all respects. Witnesses and respondents must be identified in the initial grievance.
6. When a driver shall select representation other than the Drivers' Association, a representative of the Drivers' Association shall have the right to be present and to state Association views at all stages of the grievance procedure.

J. OTHER CONSIDERATIONS (Continued)

7. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual consent so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
8. In matters where discrimination due to race, color, creed, sex, national origin, ancestry, age, or physical handicap is involved, the grievant shall pursue the grievance procedure found in the District Affirmative Action Plan. The grievant may select the Drivers' Association as their representative. If another representative is chosen by the grievant, a representative of the Association may attend all sessions up to and including the level of the Board.
9. It is understood that drivers, during and notwithstanding the pendency of any grievance, shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been determined. The Affirmative Action Plan Grievance Procedures are attached hereto as Schedule D.

ARTICLE IV - DRIVERS' ASSOCIATION RESPONSIBILITIES AND PRIVILEGES

A. SCOPE OF AGREEMENT

This Agreement constitutes the entire agreement between the parties. During the terms of the Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. USE OF SCHOOL FACILITIES

The Association and its representatives shall have the right to use school facilities for Association business. Advance approval shall be secured from the designated school official. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations and drivers shall not conduct or engage in Association business during the individual's working hours. Association business shall not mean incidental social contact.

C. BULLETIN BOARD

Bulletin board space shall be provided to the Association in the drivers' section of the transportation trailer.

DRIVERS' ASSOCIATION RESPONSIBILITIES AND PRIVILEGES (Continued)

D. COMMUNICATION WITH DRIVERS

The Drivers' Association may utilize key racks to communicate with the membership except that Board policies and State Statutes prohibiting distribution of campaign materials related to national, state, municipal, county and school elections must be strictly followed.

E. USE OF SCHOOL EQUIPMENT

Reasonable requests of the Drivers' Association to utilize district equipment for Association business shall be considered by the appropriate central office administrator. The Association shall reimburse the Board for the actual cost of school district supplies and services used for Drivers' Association business.

F. SIGNING IN AND OUT

Drivers shall personally sign in and out on a daily basis on the form designated for this purpose.

G. MAINTENANCE AND SAFETY INSPECTION

Drivers shall report to their vehicle in sufficient time prior to their first run of the day in order to carry out the mandated statutory safety and maintenance check. Exceptions shall be reported to designated personnel immediately. Decisions as to suitability of a vehicle to remain in service shall be made by supervisory personnel.

H. ACCESS TO PUBLIC RECORDS

Upon reasonable request by the Association, the Board agrees to make known to the Association when and where the Association may inspect such documents as the Board is required by law to release and make available to the public. It is understood by the parties that the budget annually adopted by the Board of Education, the Board minutes and any document required to be filed in report form with the Department of Education or any agency of the State of New Jersey shall fall within the definition of public records for the purpose of this Agreement.

I. REDUCTION IN FORCE

If a reduction in force for any reason has been implemented by the Board, where possible, the Drivers' Association shall be notified not less than thirty days before any layoff is to occur. Upon request, such layoffs may be discussed with the Drivers' Association. Drivers on layoff shall retain recall rights for six months and shall be invited to consider any openings which develop during that time. Such drivers shall be given priority placement on the substitute list.

DRIVERS' ASSOCIATION RESPONSIBILITIES AND PRIVILEGES (Continued)

J. PERSONNEL FILE INSPECTION

A driver will be afforded the opportunity, upon request, to inspect the contents of his/her personnel file, in the presence of the Superintendent or a designee. Pre-employment references and data shall be excluded from perusal. Drivers may request copies of file materials at their own expense, which rate shall be established by Board policy DFDA.

K. DRIVER REPRESENTATION BEFORE SUPERINTENDENT AND BOARD

Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present during such meeting or interview. Such matters, however, shall not be subject to arbitration as established in the grievance procedure herein.

L. ASSOCIATION IDENTIFICATION ON APPAREL

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

M. REVIEW OF DEROGATORY FILE ITEMS

No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. Other than material addressed to the employee, the employee shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

N. TYPING OF MASTER AGREEMENT

The Board agrees to type the master copy of the Agreement and submit same to the Association for proof-reading.

O. DUPLICATION OF AGREEMENT

The Board agrees to duplicate copies of the Agreement for the Association and for each driver.

DRIVERS' ASSOCIATION RESPONSIBILITIES AND PRIVILEGES (Continued)

P. NOTIFICATION OF MEDICALS BY DISTRICT PHYSICIAN

The Board shall notify the Association President when and where the district medical inspector shall be available to perform annual medical examinations required by statutes for all employees who come in contact with pupils. This section does not apply to medical examinations required for renewing driver licenses (see Article X, Section F).

Q. SUSPENDED LICENSE

Any driver whose driver's license is revoked or suspended must notify the Board Secretary/Business Administrator within two days of said Court action.

R. JURY DUTY

Any driver called to jury duty shall notify the Board Secretary/Business Administrator within three days of receiving said notice from the Court.

ARTICLE V - BOARD AUTHORITY

A. MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction, authority, and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, Chapter 123 and other applicable laws and regulations:

1. To hire and direct employees of this school district.
2. To promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees.
3. To relieve employees from duty because of lack of work.
4. To maintain efficiency of the school district operations entrusted to the Board.
5. To determine the methods, means and personnel by which such operations are to be conducted.
6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

BOARD AUTHORITY (Continued)

B. REDRESS IN DRIVER DISCIPLINE MATTERS

In the event an employee is aggrieved by an action taken by the Board under subparagraph A-2 above, such employee shall have the right to appeal to the Board within five school days of the date of receipt of notice of such action. Upon request of the employee, the Board shall grant an audience to such employee within twenty calendar days of the receipt of said request and shall make a determination within three calendar days of said audience. Any action taken by the employee or the Board under this paragraph shall not be subject to the grievance procedure contained in Article III herein. At the discretion of the Board, all or a portion of any lost salary may be restored to the employee.

C. PROBATION PERIOD UPON INITIAL EMPLOYMENT

All new drivers shall be hired at the first step on the Salary Guide shown herein and shall serve a probationary period of sixty school days. If services are deemed satisfactory at the end of that period, the driver shall be eligible for placement on the next step of the Salary Guide or a higher step, if such driver worked previously as a school bus driver.

D. PAYMENT DURING SUSPENSION PENDING BOARD ACTION

If a driver is suspended for disciplinary reasons pending formal action by the Board, the driver shall be paid only for contractual services pending Board Action. If, however, a driver has suffered revocation of his/her driver's license, he/she shall become immediately suspended without pay pending Board action or restoration of the license.

ARTICLE VI - PROMOTIONS

A. POSTING OF PROMOTIONAL OPENINGS

Promotional opportunities will be publicized by letter from the Superintendent to the Bus Drivers' Association. When practical, such notice shall be sent no less than five working days prior to the due date for applications.

B. SUBMITTING APPLICATIONS

Applications for promotional positions must be submitted in writing and must offer evidence of how the driver meets the posted qualifications.

PROMOTIONS (Continued)

C. LIFE OF APPLICATION

Applications for promotional positions may remain in the personnel file but shall not be considered for subsequent promotional openings unless a driver shall so request in writing prior to the application due date for subsequent openings. At least two school days shall be available to respond.

ARTICLE VII - EVALUATIONS

A. EVALUATION PROCEDURE

1. Drivers shall receive copies of all evaluation reports intended for permanent personnel files.
2. The evaluator shall discuss evaluation reports with the bus driver within five school days after receiving the report. The driver shall acknowledge opportunity to review the evaluation report by affixing his/her signature to the file copy, with the express understanding that such signature may not reflect agreement with the contents thereof.
3. Drivers shall have the right to submit a written response to an evaluation. Such responses shall be reviewed by supervisory personnel and attached to the file copy of the evaluation report.
4. The evaluation process and resultant reports shall not be subject to arbitration as established in the grievance procedure herein.

ARTICLE VIII - TEMPORARY LEAVES OF ABSENCE

A. SICK LEAVE

1. Commencing on September 1st of each school year, drivers employed by the Board shall be entitled to ten sick leave days. Unused sick leave shall accumulate from year to year without maximum. Any driver who is absent from his/her assignment four or more consecutive school days due to illness shall be required to furnish a physician's verification of illness declaring driver is free of all contagion and is able to resume duties.
2. Drivers shall notify the designated person or service of an anticipated absence as early as possible but no later than 6:00 a.m. the morning of the absence. When possible, such notification shall be made prior to 10:00 p.m. the evening preceding the intended absence. Unless directed to the contrary, a daily call-in shall be required for consecutive days of illness. When an extended illness absence is anticipated, a daily call-in shall not be required when prior arrangements have been

SICK LEAVE (Continued)

made with designated Board supervisory personnel. In such cases, Board supervisory personnel must be notified of a return to work no later than three days prior to such a return.

Any driver failing to comply with notification procedures for anticipated absence shall suffer a loss of wages equal to the driver's per diem rate.

3. Employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
4. Upon simultaneous retirement from the bus driving profession and retirement from the Black Horse Pike Regional School District as confirmed by the Public Employees Retirement System, a driver shall receive a lump sum payment equal to the number of unused accumulated sick leave days at the last day of employment times 8 times .4 times the hourly rate shown as the first step on the drivers' salary guide in effect on the last day of employment up to a maximum of \$5,000 provided:
 - a. The driver has been employed continuously at Black Horse Pike Regional for a period of 15 complete years or more, and,
 - b. The driver has notified the Board by November 1 of the year prior to the fiscal year in which retirement will take place. In emergent circumstances, a later notice will be accepted; however, payment shall be deferred one year to allow for budgeting by the Board.

Exceptions to the period of employment and notification timelines described above will be granted only in cases of unforeseen disability retirement from the driving profession as confirmed by the Public Employment Retirement System.

B. DEATH IN FAMILY

Up to a maximum of three consecutive days with pay shall be granted in the event of a death of a driver's spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. Only one day with pay shall be granted for family deaths other than those in the immediate family as defined above. Time without pay may be granted for death of close friends or neighbors. Where additional absence due to death in immediate family is required because of emotional disability of the driver, upon request of the driver, such absence may be charged to accumulated sick leave. The notification procedures and penalties for failing to comply described in Section A of this Article shall apply. In all instances, immediate notices shall be provided.

LEAVES OF ABSENCE (Continued)

C. PERSONAL LEAVE

1. Employees shall be entitled to up to two days for personal leave. Application for personal leave shall be made at least five school days before taking such leave, except in emergencies. The applicant shall certify, as required by the form, that the request for leave is for the purpose indicated and that the obligation cannot be reasonably met except during school hours. In instances where less than five days notice is provided, reasons must be given. In all cases where additional explanation is required, pursuant to this Article, a determination to grant the request shall be at the discretion of the administration.
2. Personal leave may not be granted when the requested day(s) fall(s) immediately prior or after a school closing day or extended recess period. The superintendent may grant an exception to this rule under emergency circumstances which are explained in writing. Such a grant shall be at the discretion of the superintendent.
3. Applications for leave shall be filed on the form attached hereto as SCHEDULE A.
4. The Board may not be required to grant a personal leave request to more than one driver on any given day; however, the Board shall be required to grant the first request for any given day if all conditions described herein are met, unless an emergency as determined by the Board Secretary/Business Administrator is declared in which case all requests may be denied.
5. Under no circumstances may personal leave be utilized for pleasure, recreation, job interviewing purposes, or other employment.
6. Unused personal leave shall be accumulative as sick leave each year to the extent not used, provided, however, that drivers during their first three years of service to the District shall not be able to use such accumulated days until their fourth and subsequent year of service.
7. Drivers who are granted personal leave shall be required to comply with the notification procedures appearing in Section A of this Article. Failure to comply shall result in the penalty also appearing in Section A of this Article.

D. MATERNITY LEAVE

Maternity leaves without pay shall be granted to female drivers in accordance with the following conditions:

1. Any driver who becomes pregnant shall notify the Superintendent in writing within ten days after pregnancy has been confirmed medically.

MATERNITY LEAVE (Continued)

2. A driver who wishes a temporary leave of absence for childbirth shall file a written request for leave with the Superintendent at least ninety days in advance of the date upon which said leave is to begin. The request for the leave of absence also shall specify the date which the driver would like to return to her job.
3. The Board may require as a condition of a driver's return that she furnish a physician's certification that she is medically able to resume her driving duties.
4. In no instance shall a maternity leave extend beyond a period of twelve calendar months from the commencement date. In the alternative, a driver shall have the right to use accumulated unused sick leave during the period of any medical disability. The provisions set forth in paragraph 6 shall be used for determining the period of medical disability. At the conclusion of the period of medical disability, the driver shall return to work or resign.
5. The Board reserves the prerogative to grant maternity leave for dates other than those requested if the requested dates substantially interfere with the administration of transportation services or if the Board has entered into a contractual relationship with a replacement driver or public carrier to cover the driver's duties. Whenever practical and possible, maternity leaves shall commence on September 1 and end on June 30.
6. The Board reserves the right to remove a pregnant driver from her position or to insist that the driver accept a leave of absence in accordance with provisions of this Article, if after her pregnancy is confirmed, her job performance has substantially declined or if her physical condition or capacity is such that her health and safety would be impaired by continuance of her duties. Such impairment shall be considered to exist when:
 - (a) After a written request from the Superintendent, the pregnant driver fails to produce a physician's certification that she is able to continue in the performance of her duties; or
 - (b) The pregnant driver's physician and/or a physician designated by the Board agree that she is not medically able to continue to perform her duties; or
 - (c) In the case of a difference of medical opinion of the driver's physician and the Board-designated physician, a third physician named by the Camden County Medical Society certifies an opinion that the driver is unable to continue in her performance of driving duties. The fee involved in obtaining the third opinion shall be shared equally by the Board and the Drivers' Association.
7. Should childbirth or pregnancy termination occur earlier or later than anticipated and the driver wishes to revise the dates of her leave accordingly, a request to that effect shall be filed promptly with the

MATERNITY LEAVE (Continued)

Superintendent. Medical certification of the circumstances involved shall accompany the application. It shall be understood by the parties that the Board cannot accede to a request for early return when contractual obligations with another driver or a public carrier mitigate.

8. If a driver wishes to extend maternity leave beyond the approved return date, a request to that effect must be filed with the Superintendent no less than sixty calendar days prior to the termination date of the already approved leave. When the extension is requested for medical reasons, a physician's certification shall accompany the request. Any request for an extension for other than medical reasons which arrives fewer than thirty calendar days from the approved leave termination date need not be considered by the Board.

E. OTHER LEAVES OF ABSENCE

1. A leave of absence without pay for up to one school year shall be considered for the purpose of caring for a sick member of the driver's immediate family. Additional leave may be granted at the discretion of the Board.
2. A leave of absence without pay shall be granted upon request and with sixty days' notice to any driver to serve in an elected or appointed office for the term of office.
3. Other leaves of absence without pay may be granted by the Board at its discretion.
4. Military leave without pay shall be granted to any employee who is inducted or enlisted in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

F. RETURN FROM A LEAVE OF ABSENCE

All benefits to which an employee was entitled at the time an extended leave of absence commenced, including accumulated sick leave and placement on the salary guide, shall be restored upon return of the employee to work status.

G. WORKER'S COMPENSATION

Whenever any driver who is entitled to sick leave pursuant to this Agreement is absent from a post or duty as the result of personal injury caused by accident arising out of and in the course of employment, the Board shall pay such driver full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave of the accumulated sick leave provided herein. Salary payments shall be made for absence during the waiting period and during the period the driver received or was eligible to receive temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the

WORKER'S COMPENSATION (Continued)

driver pursuant to this section shall be reduced for the amount of Workers' Compensation award made for temporary disability. This is to be accomplished by drivers signing over all workers' compensation checks for salary to the Board.

ARTICLE IX - INSURANCE COVERAGE

A. HEALTH BENEFITS PROGRAM

The Board shall provide health care insurance protection for each employee in the bargaining unit. Such insurance shall be the New Jersey Public and School Employees Health Benefits Program and shall include full family protection where appropriate providing at least fifty percent of the unit members participate in the health care insurance plan provided by the Board.

B. DENTAL INSURANCE

The Board shall provide dental care insurance protection for each employee in the bargaining unit.

C. CHOICE OF INSURANCE CARRIERS

The plans and coverage limits shall be chosen by the Board of Education.

D. DISCLAIMER APPLYING TO NONPARTICIPANTS

In the event an employee chooses not to participate in or be enrolled in the Board-chosen health care insurance plans, said employee shall not be entitled to make a claim on the Board for payment or other consideration in lieu of participation.

ARTICLE X - SALARY

A. SALARY SCHEDULE

The salaries of drivers covered by this Agreement shall be as set forth in SCHEDULE B attached hereto.

B. WITHHOLDING AN INCREMENT

The Board may withhold a driver's increment in accordance with N.J.S.A. 18A:29-14.

SALARY (Continued)

C. ELIGIBILITY FOR INCREMENT

To be eligible for an annual longevity increment, a driver must have been employed on a regular basis as a school bus driver for the Board during the previous school year for at least one hundred school days. Time served as a substitute driver does not accrue as years of experience nor in any other way can it serve as a factor in determining a contract driver's salary.

D. CAMDEN TEACHERS' CIVIL SERVICE FEDERAL CREDIT UNION

Drivers may independently elect to have a portion of their salary withheld and deposited to their credit in the Camden Teachers' Civil Service Federal Credit Union upon executing appropriate payroll authorization forms which shall be in lieu of a summer payment plan as contemplated in N.J.S.A. 18A:29-3.

E. DUES DEDUCTION

The Board agrees to deduct from the salaries of drivers dues for the Black Horse Pike Bus Drivers' Association/NJEA, the New Jersey Education Association, or the National Education Association. Such deductions shall be made in strict accordance to applicable statutes and codes.

Changes in dues assessments must be certified to the Board no less than sixty calendar days prior to the date of the first deduction at the changed rate.

F. REIMBURSEMENT FOR MEDICAL EXAMS REQUIRED FOR LICENSE RENEWAL

The Board shall reimburse drivers upon presentation of proof of payment, \$20.00 toward the cost of the biannual medical examination required by the State of New Jersey as a license renewal condition.

G. LONGEVITY INCREMENT

To encourage continuity in service, to attain stability of staff and to give recognition to those whose interest in the community is attested by extended employment, an additional increment of \$.10 per hour shall be given upon the completion of five, ten, and fifteen years of continued, unbroken service to the Black Horse Pike Regional School District, as a bus driver. Entitlement to longevity increments shall commence on July 1 of the school year after completion of the fifth, tenth, and fifteenth complete year of continuous service in the District.

ARTICLE XI - SENIORITY

A. DRIVER SENIORITY

Driver seniority shall be established subject to the following rules:

1. It shall be based upon continuous service in the school district.
2. Employees shall start to accrue seniority upon the effective date of employment to their initial position by the Board. The effective date of employment shall be defined as the first day of continuous employment by the Board.
3. In the event employees have the same effective date of employment under Section 2 above, then seniority shall be based upon the date of job applications; if the date of job application is the same, then seniority shall be based upon the amount, if any, of prior driving experience in the district; or, if such experience is the same, then seniority shall be based upon a lottery system devised by the Board.
4. A seniority list shall be established effective March 31, 1978. All additions to such list shall be made in accordance with the above rules.
5. Employees shall lose all accumulated seniority upon resignation or termination of employment irrespective of whether the employee is subsequently rehired by the Board.
6. In the event an employee shall assume a full-time supervisory position with the Board and then subsequently return to driving duties, that employee's prior seniority shall be restored upon such return, if service with the district is continuous.

B. EMERGENCY PLACEMENT

Under emergency conditions as determined by the Board, to insure proper operation of the school district, the Board or its agents may temporarily place a driver or drivers outside of normal seniority provisions as defined in this Agreement. Such temporary placement shall not be subject to the arbitration clause of the grievance procedure contained in this Agreement. Redress may be sought through the grievance procedure contained in this Agreement to the level of the Board.

ARTICLE XII - JOB ASSIGNMENTS AND OVERTIME

A. ANNUAL CONTRACTUAL RUNS

An opportunity shall be provided to drivers to express preferences for Board-established packages of annual contractual runs. Selection of drivers for contractual runs shall be based upon seniority to the degree considered practical

JOB ASSIGNMENTS AND OVERTIME (Continued)

and feasible by the Board and an explanation of any exceptions shall be provided to the driver. Such determination by the Board shall not be subject to the grievance procedure contained in this Agreement.

B. NON-CONTRACTUAL RUNS

Based upon seniority non-contractual runs shall be offered on an equitable rotating basis selected from special volunteer lists. There shall be two such volunteer lists: one for Monday through Friday, and another for Saturday and Sunday. All drivers interested in volunteering for either list shall inform the Board's designated agents in writing. If a volunteer is not available from these lists, the Board has the right to assign a driver on the volunteer list to complete a run. Such involuntary assignments also shall be rotated on an equitable basis among all drivers on the volunteer lists. If still unable to fill a run or a last minute emergency develops, Article XI, Section B of the Agreement may be invoked by the Board. When a driver on the special volunteer lists is taken out of seniority order for a run, that run shall be considered as a turn on the special list. A compensated cancellation shall count as a turn on the special list.

C. VACANCIES

1. If a driver leaves his/her position or otherwise vacates a run or series of runs and it is practical to assign all of that run or all of that series of runs to existing drivers, the Board may make such assignments on a voluntary seniority basis at its discretion.
2. If all runs associated with a vacated position cannot be distributed to other District drivers because of conflicts with existing driver assignments, the Board may at its discretion employ a new driver to drive those runs or some portion of these runs.
3. In the absence of conditions and circumstances covered elsewhere in this Agreement, the Board shall cover vacated runs with its own vehicles and staff when reasonable and practical.

D. OVERTIME

All hours worked in excess of forty hours per week shall be compensated at the rate of time and one-half the driver's regular hourly rate. A week shall be defined as commencing on Sunday and ending on Saturday. Overtime shall be rounded up to the nearest quarter hour.

E. CANCELLATION OF NON-CONTRACTUAL RUNS

Whenever a driver shall report for an assigned non-contractual run and that run is cancelled, the Board shall compensate the driver in the amount of \$10.00 for each occurrence.

JOB ASSIGNMENTS AND OVERTIME (Continued)

F. REIMBURSEMENT OF MEAL COSTS

For trips on weekends and other school closing dates which exceed five hours and which cross the lunch or dinner hour, drivers shall be entitled to reimbursement of meal costs up to a maximum of \$3.50 for lunch and \$7.50 for dinner upon submission of the appropriate voucher and receipts after the fact, and only when prior approval was granted by the Transportation Supervisor. Meal costs for a run occurring after the dinner hour shall not be reimbursable unless unusual or mitigating circumstances exist for which the Transportation Supervisor may exercise discretion to grant an exception.

G. PARTIAL YEAR ROUTES

The Board reserves the right to establish contracted runs for fewer than 180 days per year. Payments for such runs shall include only the total number of days worked. When such runs are posted for the driver selection process, an estimate of the total number of days the route will operate shall be shown on the posting. The estimated number of days for such runs shall be the basis for the contracted annual salary calculation which shall be subject to increase or decrease according to the actual number of days the route actually operates.

ARTICLE XIII - NOTIFICATION AND TERMINATION OF EMPLOYMENT

A. ENSUING YEAR NOTICE

Employees shall be notified of their employment status for the ensuing year no later than April 30th.

B. TERMINATION OF DRIVER CONTRACT

It is understood and mutually agreed that either party may terminate an employment status by notifying the other party in writing thirty days in advance of the date of termination.

C. DRIVER CONTRACT

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

A. NONDISCRIMINATION

The Board and the Association agree there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. ASSAULT UPON A DRIVER

Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor, who shall comply with any reasonable request from the employee for any information in the possession of the supervisor relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police, and the courts.

C. STATUTORY PROTECTION

The Board and the employees shall adhere to all statutory regulations concerning protection of employees.

D. CONTRARY TO STATUTE DISCLAIMER

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. AGENCY SHOP PROVISION

1. Representation Fee

- a. A representation fee in lieu of dues shall be assessed to members of the bargaining unit who are not members of the Drivers' Association. In no event shall such fee exceed eighty-five percent of the regular membership dues to each of the local and affiliate associations.
- b. Such fee shall be collected by means of payroll deduction during the period a nonmember is employed and receiving a salary from the Board.

REPRESENTATION FEE (Continued)

- (1) A nonmember on a nonpaid leave of absence shall not have to pay a representation fee.
- (2) The Board shall not be responsible nor be held liable for collections of persons who leave the employ of the Board during the fiscal year.
- (3) Drivers new to the District or who return from a leave or break in service and who choose not to join the Drivers' Association may be assessed no earlier than thirty days after their employment in the District.
- (4) Calculation of the representation fee may not include Drivers' Association expenses for partisan, political activities or causes or ideological positions only incidentally related to terms and conditions of employment and benefits available only to members of the Drivers' Association. The Drivers' Association shall so certify to the Board at the beginning of each membership year.

2. INDEMNIFICATION OF THE BOARD

The Drivers' Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability including but not limited to counsel fees, legal costs and expenses, damages awarded, and judgments rendered that may arise out of, or by reason of action taken or not taken by the Board in conformance with this provision. The Board shall surrender full responsibility for defense of such claim, demand, suit, or other form of liability to the Drivers' Association, and will continue to cooperate with the Drivers' Association in defending an action arising from this provision. Cooperation of the Board's employees in the defense shall be at no cost to the Drivers' Association.

3. DEMAND AND RETURN SYSTEM

- a. Prior to implementation of the fee assessment, a due process procedure for nonmembers of the Drivers' Association to recover portions of the fee which are in excess of the amount permitted by law, shall be in place. This procedure shall be known as a "Demand and Return System". The Demand and Return System shall be as shown in SCHEDULE C attached hereto.
- b. The Drivers' Association shall provide each nonmember with a copy of the Demand and Return System immediately upon employment and at the beginning of each membership year.
- c. When an employee has been successful in an appeal for rebate to the three-member board established by Section 3 of Chapter 477 of the Public Laws of 1979, all other nonmembers shall receive the same award from the Drivers' Association without the necessity for those members to appeal to the tripartite board individually.

ARTICLE XV - NOTICES AND DURATION

A. RECIPIENT OF OFFICIAL NOTICES

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following address:

1. If by the Association to the Board, at the Office of the Board Secretary/Business Administrator.
2. If by the Board to the Association, at the current President's home address as filed with the Board Secretary/Business Administrator.

B. DURATION OF THE AGREEMENT

This Agreement shall be effective from July 1, 1981, to June 30, 1983.

ARTICLE XVI - LIAISON COMMITTEE

The Association shall select a Liaison Committee of three drivers which shall meet within fifteen school days at the written call of either party with the Board Secretary/Business Administrator, the Transportation Supervisor, and another selected by the District Administration to discuss matters relating to transportation. The parties may mutually agree to an extension of the fifteen-day deadline. Either party may invite additional District or NJEA personnel as needed to address specific agenda items.

ARTICLE XVII - SUBCONTRACTING

It is understood the Board may reduce its commitment to operate its own bus fleet for the purpose of pupil transportation services and the Board may continue a longstanding past practice of contracting pupil transportation services from others at a greater frequency or level subject to the following conditions:

A. UNAIDED ROUTES

Routes which are unaided by State Funding may be contracted at any time at the discretion of the Board.

B. PHASING OUT VEHICLES

District pupil transportation vehicles shall be phased out of operation at the end of the tenth year following date of manufacture; however, any vehicle which is destroyed or whose service life expires prior to the end of the

PHASING OUT VEHICLES (Continued)

tenth year need not be replaced by the Board. Expiration of service life shall be defined to exist when the annual cost of repairs and/or estimates for repair exceeds the value of the vehicle.

C. DRIVER REDUCTION

The Board agrees to allow driver reduction to occur through attrition; however, it is understood that no guarantee of a minimum work load can be given and under no circumstances shall a driver be paid for services not rendered unless otherwise provided in this Agreement. It is further understood by the Drivers' Association that the lesser transportation commitment of the Board may result in a decrease in driver work hours.

D. FREEZING OF EMPLOYEE LIST

Drivers hired by the Board after March 1, 1979, may be released by the Board at its discretion as a means of reducing the total driver work force.

E. EMERGENCY SITUATIONS

In emergency circumstances the Board may contract with others to operate routes pending repair of vehicles. In such instances drivers shall not be paid; however, if a driver's vehicle is inoperable and an alternate vehicle cannot be obtained, that driver shall become the Number One substitute driver who shall be assigned to another uncovered schedule at their regular hourly rate if such an assignment is available. It is understood that benefits and seniority shall not be affected by such a circumstance. The driver may not turn down an offered substitute assignment. When possible and financially feasible, the Board shall endeavor to obtain a leased vehicle for use by a District driver. The Board shall reserve at least one bus out of ten for standby purposes for use by District drivers in the event of vehicle breakdown.

F. ECONOMIC USE OF VEHICLES


The Board will endeavor to utilize operational vehicles to the District's best economic advantage.

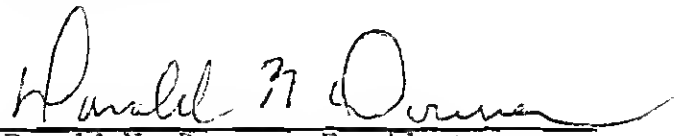
BOARD/BUS DRIVERS' ASSOCIATION AGREEMENT; 1981-1983

IN WITNESS of their agreement, the duly authorized officers of the parties have signed it on this 16th day of July, 1981.

ATTEST:

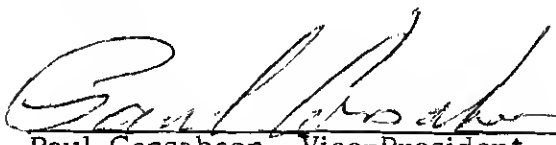
BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT BOARD OF
EDUCATION

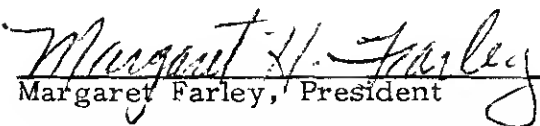

Raymond B. Heston, Board
Secretary/Business Administrator


Donald N. Downer, President

ATTEST:

BLACK HORSE PIKE BUS DRIVERS'
ASSOCIATION/NJEA


Paul Cossaboon, Vice-President


Margaret Farley, President

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
Erial Road, Blackwood, New Jersey 08012

APPLICATION FOR PERSONAL LEAVE

TO: Gerald A. Killeen, Superintendent (via Transportation Supervisor)

The undersigned hereby applies for leave pursuant to the collective bargaining Agreement between the Board of Education and the Black Horse Drivers' Association for the following purpose:

____ Personal Leave No reason is required unless less than five days notice is provided or unless the requested day(s) fall(s) on a day immediately prior to or after a school closing day (excluding Saturday or Sunday) or an extended recess period.

____ Bereavement Leave Please indicate relationship to employee.

____ Other Reasons Please provide reason in space provided below.

DATE(S) REQUESTED _____ COVERAGE NEEDED _____

EXPLANATION: Please use reverse side of form if space below is inadequate.

I hereby certify this leave is requested for the purpose of fulfilling an urgent matter which cannot be met during non-school hours. I further understand that if this request is approved, that it is my responsibility to notify the answering service of the anticipated absence and of any changes which might transpire.

Date Submitted

Signature of Driver

PLEASE DO NOT WRITE IN THE SPACE BELOW - FOR OFFICE USE ONLY

Approval granted/recommended ____; not granted/recommended ____.
Coverage: request external ____; will arrange internal ____; runs ____.

Supervisor's Signature

Date Request Was Received

Approved () Not Approved () With Pay () Without Pay ()
Charge to: VIII-

Signature of Superintendent

Date

A D
B E
C

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
Erial Road, Blackwood, New Jersey 08012

1981-83 BUS DRIVERS' SALARY GUIDES
EFFECTIVE JULY 1, 1981

<u>STEP</u>	1981-1982	1982-1983
	<u>PER HOUR RATE</u>	<u>PER HOUR RATE</u>
1	4.15	4.34
2	4.37	4.57
3	4.59	4.81
4	4.82	5.05
5	5.04	5.30
6	5.28	5.54
7	5.50	5.81
8	5.74	6.05
9	5.96	6.31
10	6.20	6.56
11	6.43	6.82
12	6.65	7.07
13	6.89	7.32

An additional longevity increment of \$.10 per hour shall be given upon the completion of five, ten and fifteen years of continued, unbroken service to the Black Horse Pike Regional School District, as a bus driver (see Article X - Section G).

NONMEMBER REPRESENTATION FEE
DEMAND AND RETURN SYSTEM

In compliance with Chapter 477, Public Laws of 1979, the Black Horse Pike Drivers' Association (hereinafter the "Association") shall comply with the following due process procedure to treat nonmember appeals for rebates of the representation fee:

I. DEFINITIONS

- A. "Board" means the three-member board established by Section 3 of Ch. 477, P.L. 1979.
- B. "Days" means calendar days.
- C. "Fiscal year" means September 1 through following August 31.
- D. "Member only benefits" means benefits financed through the regular membership dues, fees and assessments available to or benefiting only members of the Association, but does not mean governance meetings which may be attended only by members and other member only activities and functions which are necessary for the operation and institutional maintenance of the Association or the associations with which it is affiliated.
- E. "Nonmember" means a nonmember of the Association who is required to pay a representation fee to the Association.
- F. "Political activity" means:
 - 1. the support of a candidate for public office, a political party, or a political action committee;
 - 2. the determination or publicizing of an organizational preference for a candidate for public office or a political party;
 - 3. efforts to enact, defeat, repeal or amend legislation which is only incidentally related to the terms and conditions of employment of the employees represented by this Association as the majority representative but does not mean lobbying activities designated to foster policy goals in collective negotiations and contract administration or to secure for the employees represented by the Association advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the Board of Education; and,
 - 4. contributions to charitable, religious or ideological causes only incidentally related to the terms and conditions of employment of the employees represented by the Association.

DEMAND AND RETURN SYSTEM (Continued)

- G. "Preliminary rebate" means the result of the following computation:
1. Not more than thirty days after the beginning of each fiscal year in which a representation fee agreement will be in effect, the Association shall determine the percentage of the combined budgets for such fiscal year of the Association and the associations with which it is affiliated that is allocated to be expended for political activity and member only benefits.
 2. The regular membership dues, fees and assessments of the Association shall be multiplied by the percentage as determined in paragraph 1 above.
 3. The amount, if any, by which the product as determined in paragraph 2 above exceeds the difference between the regular membership dues fees and assessments and the representation fee shall constitute the preliminary rebate. When used herein, the preliminary rebate means the rebate for the appropriate category of membership.
- H. "Final rebate" means the result of the following computation: not more than thirty days after the end of each fiscal year in which a representation fee agreement was in effect, the Association shall perform the computation provided for in paragraph G above to determine the preliminary rebate, except that it shall use actual rather than allocated expenditures for the fiscal year in question.
- I. "Regional Review Panel" means a panel consisting of one representative designated by the Association; one by the Camden County Education Association; one by the New Jersey Education Association; and one by the National Education Association. The representative designated by the Association shall be chairperson of the Panel.
- J. "Regular membership dues and assessments of the Association" means the amount that a person is required to pay in order to become and remain a member in good standing of the Association, including any portion thereof that is paid to associations with which the Association is affiliated. If different amounts are charged for different categories of membership, the words mean the amount required for the category of membership for which the person who is required to pay the representation fee is eligible.
- K. "Representation fee" means the fee which a person in the negotiating unit for which the Association is the majority representative who is not a member of the Association is required to pay for services rendered.

DEMAND AND RETURN SYSTEM (Continued)

II. NOTIFICATION OF ELIGIBILITY FOR REBATE

- A. Not more than sixty days after the representation fee agreement becomes effective in any fiscal year, the Association shall send a notice to all nonmembers which states:
 - 1. whether there is any preliminary rebate and, if so, its amount; and
 - 2. the steps to be taken by a nonmember in order to request a rebate.
- B. Nonmembers who are employed after the effective date of the fee also shall receive the same notice within thirty days of their starting date.

III. REQUEST FOR REBATE

- A. A nonmember may request a rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than sixty days after the nonmember first paid any portion of the representation fee or knew or reasonably should have known of his or her right to request a rebate, whichever is later.
- B. The written statement shall include:
 - 1. a statement by the nonmember that he or she is not a member of the Association; and,
 - 2. the name, address, and employment position of the nonmember.
- C. If the written communication does not contain the above information, it shall be returned to the nonmember with appropriate instructions for resubmission. For purposes of timelines, the date of the initial communication shall be determinative.

IV. ACKNOWLEDGEMENT OF REQUEST FOR REBATE

The Association shall send to each nonmember who requests a rebate, a written communication informing him or her that:

- A. the request for a rebate has been received;
- B. the amount of the preliminary rebate, if any, has been placed in an escrow account; and
- C. the final rebate to which he or she is entitled, if any, will be sent to him or her after the end of the fiscal year in question.

DEMAND AND RETURN SYSTEM (Continued)V. NOTIFICATION OF FINAL REBATE

- A. Not more than thirty days after the end of the fiscal year in question, the Association shall send to each nonmember who requested a rebate, a written communication which indicates:
1. whether there is a final rebate, and if so, a check for the appropriate amount shall be included;
 2. the reason for any difference between the preliminary and final rebates;
 3. a breakdown of the rebate as to how much has been granted from each of the affiliate associations; and
 4. the steps to be taken by a nonmember in order to challenge the absence or amount of a final rebate.
- B. Any final rebate paid to a nonmember who has paid a representation fee for less than an entire fiscal year shall be proportionately reduced.

VI. CHALLENGE TO FINAL REBATE

- A. A nonmember may challenge the absence or amount of a final rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than thirty days after the nonmember received a written communication from the Association pursuant to Section V above. The Association shall contact the nonmember who files such a challenge and attempt to dispose of it informally.
- B. If the informal approach is not successful, the Association shall communicate its written response to the nonmember's appeal within ten days from its receipt. The nonmember may appeal the Association's response to the Regional Review Panel by sending a notice to the local Association president within ten days of receiving the Association's written response to the initial appeal. The Regional Review Panel shall convene within ten days to consider the appeal and take appropriate steps to resolve the matter, provided that:
1. the nonmember and/or his or her representative shall have the right to submit written material and present oral argument to the Regional Review Panel; and
 2. the burden of demonstrating that no part of the unrebated representation fee was used for political activity or member only benefits shall be upon the Association.

The Regional Review Panel may, at its option, consolidate two or more challenges into a single proceeding.

DEMAND AND RETURN SYSTEM (Continued)

- C. The Regional Review Panel shall render its decision not more than thirty days after the nonmember sent a written communication referring the challenge to it. Each nonmember who filed a timely challenge to the final rebate shall be sent a copy of the decision of the Regional Review Panel. Included with the decision shall be a copy of the rules of the tripartite Board and an explanation of the nonmember's right of appeal to that Board.
- D. The Regional Review Panel may increase but not decrease the final rebate. If the Regional Review Panel increases the final rebate, each nonmember who filed a timely challenge to the final rebate shall be sent any additional amount to which he or she may be entitled.
- E. If a nonmember is not satisfied with the decision of the Regional Review Panel, he or she may refer the challenge to the Board in accordance with the rules of the Board.

AFFIRMATIVE ACTION PLAN GRIEVANCE PROCEDURE

SECTION A; DEFINITIONS

- Grievance: shall mean a complaint alleging any policy, practice, or procedure which would be prohibited by Title IX or Chapter VI.
- Title IX: means Title IX of the Educational Amendments of 1972, the 1975 implementing regulation and case law, directives, and subsequent legislation issued or enacted.
- Chapter VI: shall refer to the New Jersey Administrative Code for Education which specifically implements N.J.S.A. 18A:36-20 namely N.J.A.C. 6:4-1.2 to 1.9.
- Grievant: shall be a pupil, employee or a resident of the Black Horse Pike Regional School District who submits a grievance related to Title IX or Chapter VI.
- Affirmative Action Officer: shall refer to the assistant superintendent of schools or any person named by the Board of Education to serve in that capacity.
- Board: shall refer to the Black Horse Pike Regional School District Board of Education.

SECTION B; FILING OF GRIEVANCES

1. Eligibility: Any pupil, employee, district resident, or any individual acting on behalf of a pupil or employee, may file a grievance under this procedure so long as the initial complaint is signed by the aggrieved.
2. Pre-Grievance Meetings: Prior to the filing of a formal written grievance, the grievant must request a pre-grievance meeting with the school employee or official alleged to be directly responsible for the alleged violation. Such school employees or officials shall meet with the grievant within five school days of receiving a request to discuss the problem and attempt to arrive at a mutual understanding or resolution of the matter. Only the affirmative action officer may waive the pre-grievance session and then only when it is apparent the parties cannot possibly have a productive session.
3. Grievance Filing: Grievances filed under Section C of this procedure must be in writing and provide the following information:
 - a. Name and address of the grievant,

AFFIRMATIVE ACTION PLAN GRIEVANCE PROCEDURE (Continued)

- b. Telephone number of the grievant,
- c. Nature and date of alleged violation with reasonable detail.
- d. Name of person(s) responsible for the alleged violation.
- e. Expected relief or corrective action.
- f. Any additional background deemed important or relevant by the grievant.

Once the grievance has been defined by the grievant it shall remain firm for the duration of the process. Forms and assistance in completing the forms are available to all persons from the Affirmative Action Officer.

- 4. Time Limit for Filing: A formal grievance must be filed in writing within 60 calendar days of the alleged violation.

SECTION C; PROCESSING GRIEVANCES

- 1. Initial Grievance: If a pre-grievance meeting does not result in a satisfactory resolution of the matter and the grievant wishes further redress, a formal written grievance must be filed directly with the affirmative action officer.
- 2. Notification of the Parties: Within five school days of receiving a formal grievance, the affirmative action officer must notify the alleged violator(s) of the grievance. The employee or official alleged to have violated Title IX or Chapter VI shall have ten working days in which to submit a written response to the grievance. The response shall be submitted to the affirmative action officer who shall make a copy for the grievant.

The response shall: 1) confirm or deny each allegation of the grievance, 2) indicate the extent to which the grievance has merit; and 3) indicate acceptance or rejection of any desired remedy specified by the grievant, or offer an alternative proposal for remedy.

- 3. Meeting of Affirmative Action Officer and the Parties: Within ten working days of receiving the school employee's or official's response, the affirmative action officer shall convene an informal meeting with the grievant and respondent for the purpose of:
 - a. Seeking clarification of the grievance and/or proposed remedy.

AFFIRMATIVE ACTION PLAN GRIEVANCE PROCEDURE (Continued)

- b. Mediating the dispute in an effort to resolve the matter.
- c. Determining at what level the grievance should be taken for processing.

If the matter is resolved at this level, within ten school days of the meeting the affirmative action officer shall draft the terms of the settlement for signature of the grievant and respondent. The matter shall be considered ended at that point.

4. Referring Grievances to Appropriate Processing Level: Within five school days of the meeting with parties which did not achieve a settlement or agreement, the affirmative action officer shall refer the grievance to the appropriate processing level. The criteria for determining processing level shall be:

Level I In grievances involving a bus driver the hearing officer shall be the transportation supervisor.

Level II In grievances involving two or more drivers and the transportation supervisor, or administrative procedures or practices initiated at the District or supervisor level the hearing officer shall be the Board Secretary/Business Administrator.

Level III: In grievances involving a principal, the Board Secretary/Business Administrator, the hearing officer shall be the Superintendent.

Level IV: In grievances involving the Superintendent or Board of Education policy, the Board shall conduct the informal hearing session.

If the affirmative action officer is named as the respondent in any dispute, the Superintendent shall name another person on staff to serve in the capacity required of the affirmative action officer for that particular grievance matter.

If a grievance is sent initially to a level other than Level I, the affirmative action officer shall provide specific reasons for that action in the referral notice. Copies of all correspondence shall be sent to all parties. No information related to a grievance covered by this procedure may be inserted in an employee's personnel file.

AFFIRMATIVE ACTION GRIEVANCE PROCEDURE; (Continued)SECTION D; GRIEVANCE PROCESSING LEVELS

1. Level I

- a. Upon receiving a referred grievance from the affirmative action officer, a department supervisor shall have ten school days to conduct an investigation, interview the parties together or separately, and submit a written decision to the grievant and the affirmative action officer. The decision shall:

- (1) confirm or deny each allegation in the grievance and in the respondent's reply;
- (2) indicate the extent to which the grievance has merit; and
- (3) indicate acceptance or rejection of the remedy requested by the grievant and respondent and/or offer an alternate remedy.

If the investigation and interview phase require substantial time, the hearing officer may petition the affirmative action officer for a ten day extension of the decision due date.

- b. Within five working days of receiving the supervisor's decision, the respondent and grievant must respond in writing to the affirmative action officer whether or not the decision is satisfactory. If satisfactory or if no response ensues the matter shall be considered closed. If the response indicates dissatisfaction on one or more points, reasons for that dissatisfaction must be offered by the grievant and respondent.
- c. If the respondent and/or grievant are dissatisfied with the supervisor's decision or if either party believes the decision is unclear or insufficient as reflected in their response to that decision, the affirmative action officer may convene an informal session of the parties to discuss the decision. Attending the hearing shall be the respondent, grievant, supervisor, the affirmative action officer and any representatives selected by the parties (limited to two per party). Witnesses may be called by any party but shall be excused after their testimony and subsequent cross-examination. The affirmative action officer shall serve as moderator and shall rule on all procedural problems related to conduct of the informal session. The session can be continued to another time if the affirmative action officer believes progress is being made. The affirmative action officer may end the hearing at any time it becomes evident the matter is resolved or if an apparent stalemate exists.
- d. Within five working days of the last session of the informal hearing procedure, the affirmative action officer shall send to the grievant, respondent, and supervisor:
 - (1) a summary of agreements reached to date,

AFFIRMATIVE ACTION GRIEVANCE PROCEDURE; (Continued)

- (2) a summary of matters yet in dispute, if any, and
- (3) the relative position of the parties on the disputed items.

The respondent, grievant and supervisor shall return their respective copies of the summary to the affirmative action officer within 5 school days indicating agreement and/or exceptions and whether or not they wish the matter to proceed to Level II. A non-response by the grievant shall close the matter.

2. Level II

- a. If the grievant or respondent have requested the dispute to be heard at Level II, the affirmative action officer shall send the complete file on the matter to the Board Secretary/Business Administrator within five working days of receiving such a request.
- b. Upon review of the records to date, the Board Secretary/Business Administrator may elect to convene an informal hearing to gain greater insight into the dispute or the Board Secretary/Business Administrator may issue a decision based upon the record. If the latter course is taken the decision shall be issued to the affirmative action officer within ten working days of receipt of the referral. If a hearing is to be conducted it shall convene within five working days of the referral unless a later date is mutually acceptable to all involved.
- c. Those present at such a hearing shall include the respondent, grievant, Board Secretary/Business Administrator, affirmative action officer, and respective representatives (maximum of two per person). The supervisor may be invited at the discretion of the Board Secretary/Business Administrator unless the supervisor is the respondent in which case attendance of the supervisor shall be mandatory. Witnesses may be called by any party; however, the presence of witnesses at the hearing shall be confined to their testimony and subsequent cross-examination.
- d. The informal hearing shall be moderated by the Board Secretary/Business Administrator and may be continued to subsequent dates or ended at the discretion of the Board Secretary/Business Administrator.
- e. Within ten working days of the last informal session the Board Secretary/Business Administrator shall render a written decision which shall be forwarded to the affirmative action officer who shall promptly produce copies and distribute them to the respondent, grievant, supervisor and Board Secretary/ Business Administrator.
- f. Within five working days of receiving their copy of the Board Secretary/Business Administrator's decision, the respondent and grievant shall respond in writing to the affirmative action officer whether or not the decision is satisfactory. If satisfactory or if

AFFIRMATIVE ACTION PLAN GRIEVANCE PROCEDURE (Continued)

no response ensues the matter shall be considered closed. If unsatisfactory, the grievant and/or respondent must indicate the points of dispute and reasons for their dissatisfaction.

If the grievant would like to proceed to Level III at this point, such a wish must be indicated in his/her response to the Board Secretary/Business Administrator's decision.

3. Level III

- a. If the grievant requests a Level III hearing, the affirmative action officer shall send the file on the matter to the Superintendent of Schools within five working days of receiving the request.
- b. Upon review of the file, the Superintendent may elect to convene an informal hearing to gain greater insight into the dispute or the Superintendent may elect to issue a decision based upon the record. If the latter course is taken the decision shall be issued to the affirmative action officer within ten working days of receiving the file. If the Superintendent elects to conduct an informal hearing the first session shall be convened within 5 working days of receiving the referral, unless a later date is mutually acceptable to the parties.
- c. Those present at a Level III hearing shall include the respondent, grievant, superintendent, affirmative action officer and their respective representatives (maximum of two per person). The supervisor and Board Secretary/Business Administrator may be invited at the discretion of the superintendent unless either has been named as a respondent, in which case their presence would be mandatory. Witnesses may be called by any party but presence of the witnesses shall be limited to their testimony and cross-examination.
- d. The informal hearing shall be moderated by the superintendent and may be continued or ended at the discretion of the superintendent.
- e. Within ten working days of the last informal session, the superintendent shall render a written decision in the matter which shall be forwarded to the affirmative action officer who shall promptly produce copies for distribution to the grievant, respondent, supervisor, Board Secretary/Business Administrator and superintendent.
- f. Within five working days of receiving their copy of the superintendent's decision, the grievant and respondent shall respond to the affirmative action officer in writing indicating whether or not the decision is satisfactory. If a response is not forthcoming, the matter shall be considered closed. If the grievant and/or respondent take issue with the superintendent's decision they must indicate the points of dispute and offer reasons for disagreement.

AFFIRMATIVE ACTION PLAN GRIEVANCE PROCEDURE (Continued)

If the grievant would like to procede to Level IV at this point, that desire must be indicated in the response to the superintendent's decision.

4. Level IV

- a. If the grievant requests a Level IV hearing, the affirmative action officer shall transmit a copy of the entire record to each member of the Board, the Board Secretary/Business Administrator, and the Board solicitor within five working days of receiving the grievant's request. Also included in the file shall be a summary of Title IX and Chapter VI as prepared by the affirmative action officer.
- b. The full Board shall be designated as hearing officer; however, the solicitor or another person designated by the Board may serve as spokesperson and moderator. For the purpose of the actual grievance hearing the Board may delegate authority to a panel of not less than three members of the Board and the Solicitor.
- c. The Board shall convene an informal closed hearing of the matter within 15 working days of receiving the file from the affirmative action officer. The hearing shall be informal to the extent that the rules of evidence shall be waived. The hearing must be scheduled on a date and a time when at least three hours can be made available. For example; a one hour session prior to a regular Board meeting would not be considered appropriate or fair to the parties. The hearing may be continued at the discretion of the Board.
- d. Each party shall be permitted to present their case and present witnesses and documents as they deem appropriate and necessary. The solicitor or designated spokesperson may rule inappropriate demonstrations out of order. Witnesses may be cross-examined. Neither party, however, may introduce information not presented at prior levels unless good cause can be shown for its earlier omission or deletion. The solicitor's or designated spokesperson's ruling on admissibility shall be final.
- e. Within ten working days of the final hearing session, the Board shall act in closed session to finalize its own position in the matter.

The solicitor or designated person shall prepare the Board's decision statement and distribute it to the grievant, respondent, supervisor, Board Secretary/Business Administrator, superintendent, and affirmative action officer within 20 working days of the last hearing session. Dissenting opinions may be filed by individual Board members which also shall be distributed with the majority decision.

SECTION E; OTHER RELEVANT CONSIDERATIONS

1. Any and all time limits established by this procedure may be extended by mutual consent of the grievant, respondent, and hearing officer.

AFFIRMATIVE ACTION PLAN GRIEVANCE PROCEDURE (Continued)

2. The grievant and/or respondent may request information and data which is on the public record in the form of Board Minutes, State Reports and public notices. Information held in personnel files shall not be released to the parties without the express written consent of the person involved. Title IX and Chapter VI information and documents furnished by the State, Federal, Local, or private agencies shall be made available to all parties upon request.
3. All meetings and documents associated with a grievance under this procedure shall be confidential unless the grievant and respondent mutually agree to make them public.
4. Grievance records shall be retained in the District file for at least three years after the decision at the last level of hearing. A separate file of such grievances shall be maintained by subject or topic. A summary which excludes names of involved persons shall be compiled by the affirmative action officer for each grievance. The files shall not be open to the public; however, the summary shall be made available to those who request it.
5. No person shall be subjected to discharge, suspension, discipline, harassment, or any form of discrimination for having utilized or having assisted others in pursuit of this grievance process.
6. Costs for administration of the grievance process shall be assumed by the Board of Education.
7. Forms which assist in the orderly processing of grievances through all levels shall be constructed by the affirmative action officer which shall be distributed as needed to the parties.

MEMORANDUM OF AGREEMENT

PARTIES: The Black Horse Pike Drivers Association
 The Black Horse Pike Regional School District Board of Education

AGREEMENT: The Parties agree upon the following in settlement after collective bargaining negotiations;

1. The dental insurance plan provided under Article IX, Section B shall be the same plan provided to all of the Board's full-time employees.
2. The Agency Shop provision of this Agreement as found in Article XIV, Section E and Schedule C (Nonmember Representation Fee; Demand and Return System) shall be implemented effective July 1, 1981, as provided herein. Should an Agency Shop Provision or Nonmember Representation Fee concept be negotiated with the BHPEA which differs from the terms of this Agreement, the terms of the Agreement with BHPEA shall also be implemented for the Driver's Association within a reasonable amount of time, in which case Section E of Article XIV and Schedule C of this Agreement shall be amended accordingly. Under no circumstances shall the effective date of an Agency Shop Provision for the Drivers' Association become effective prior to July 1, 1981.
3. Article VIII, Section A-4a requires at least 15 years of service to the District for implementation of that section of the Agreement. Should a lower minimum requirement become established for any other group of District employees that lower number also shall become effective for the Drivers.
4. It is understood that Drivers who lost their Winter season daily athletic runs and were required to make up those runs at another time of day or on week-ends and holidays, shall be compensated for those runs reasonably soon after ratification of this Agreement by the Drivers' Association. Make-up runs which occurred during the actual time the athletic run would have operated shall not be eligible for this additional compensation.

The above conditions are in addition to those Articles which were agreed to during the course of negotiations.


(continued)

MEMORANDUM OF AGREEMENT (Continued)

IN WITNESS of their agreement, the duly authorized officers of the parties have signed it on this 16th day of July, 1981.

ATTEST:

BLACK HORSE PIKE REGIONAL SCHOOL
DISTRICT BOARD OF EDUCATION

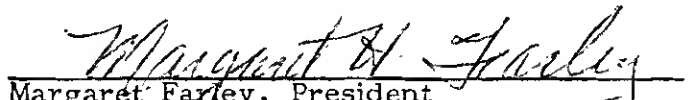

Raymond B. Heston
Board Secretary/Business Admin.


Donald N. Downer, President

ATTEST:

BLACK HORSE PIKE DRIVERS'
ASSOCIATION/NJEA


Paul Cossaboon, Vice-President


Margaret Farley, President

